

NETWORK SERVICE AGREEMENT
General Terms and Conditions

This is an agreement between **City of Seattle** ("Customer") together with Eligible Purchaser's, referred to herein individually as Customer and collectively referred to as "Customers", and **Qwest Corporation** ("Qwest") for the provision of service(s) ("Service[s]") offered by Qwest. Qwest agrees to provide and Customer agrees to purchase intrastate service(s) under the General Terms and Conditions set forth below and in the Schedule(s) and Site Agreement(s) attached hereto and incorporated herein by this reference ("Network Service Agreement"). Throughout this document, Customer and Qwest may individually be referred to as "Party" and together as "Parties." Service is provided by Qwest Corporation.

1. SCOPE.

1.1. The purpose of this Network Service Agreement is to allow Customer to purchase the Qwest Intrastate Services. Customer shall order and pay for Service as defined herein.

1.2. The terms and conditions governing services are described in Schedules to this Network Service Agreement and are incorporated herein by this reference. Each Schedule describes specific elements of a service and any information related to that service. Requests for Service, additions or changes to Services provided by Qwest and purchased by Customer may be made by attaching Site Agreements, incorporated herein by this reference, to the Schedules. Each Site Agreement will provide charges, locations, term, quantities, dates and any other necessary information. The terms and conditions in this Network Service Agreement together with any incorporated Schedule(s), and Site Agreement(s) shall govern this transaction.

1.3. In the event of a conflict or inconsistency between the terms of this Network Service Agreement and a Schedule, the Schedule shall prevail. In the event of a conflict or inconsistency between the terms of a Schedule and the terms of a Site Agreement, the Site Agreement shall prevail. The order of precedence shall be: Site Agreement(s), Schedule(s), and Network Service Agreement.

1.4. Qwest shall provide Service up to the Standard Network Interface ("SNI") at Customer's premises. The SNI is that location where Qwest's protected network facilities end and Customer's inside wire or network begins. Qwest will provide Service in accordance with the applicable Tariff, Price List, Price Schedule, Administrative Guideline, and/or Catalog if Service is Intrastate, all of which are incorporated herein by this reference and shall hereinafter be referred to as "Tariff". Where any term or condition of this Network Service Agreement conflicts with the Tariff, the then current Tariff shall prevail.

2. TERM. This Network Service Agreement is effective on the latest signature date below. The term of this Network Service Agreement is sixty (60) months. Service may be added for the sixty month term of this Network Service Agreement. If Service provided under a Schedule or Site Agreement continues beyond the term of this Network Service Agreement, the terms and conditions of this Network Service Agreement shall survive until the completion of the term of the applicable Schedule or Site Agreement.

3. BILLING FOR SERVICE. Service's monthly Rate and Nonrecurring Charge shall be those in effect in the Tariff on 1) the first date of installation for new Service, or 2) the latest signature date for existing Service. Customer agrees to pay the charges for Service, including any applicable Extended Area Service ("EAS") charges. Customer shall also pay Qwest all applicable taxes, usual and customary surcharges, and all government imposed fees and charges that relate to the Service or installation rendered hereunder. Customer shall pay each bill in full by the payment due date on each bill. Late payments are subject to a late charge of one and one-half percent (1 ½%) per month, or the maximum

allowed by law, whichever is less. The charges for Service under this Network Service Agreement, including any and all discounts to which Customer may be entitled, will be offered and charged to Customer independently from and regardless of Customer's purchase of any Customer premises equipment or enhanced services from Qwest.

4. OWNERSHIP AND PROVISIONING OF SERVICE. Title to, and ownership of, all equipment and facilities Qwest uses in supplying Services is and remains with Qwest. Qwest will provision and supply Services described in the attached Schedules in any manner and by means of any equipment, software, and facilities Qwest chooses. The method of provisioning Services is a matter within Qwest's sole discretion.

5. SERVICE SUSPENSION/MAINTENANCE. Qwest may from time to time suspend Services for routine maintenance or rearrangement of facilities or equipment. Qwest will give Customer advance notification of Service suspension. Such Service suspension is not considered an Out-of-Service condition provided Service is restored by the end of the period specified in the notification.

6. PERSONAL INJURY; PROPERTY DAMAGE. Each Party shall be responsible for any actual physical damages it directly causes in the course of its performance under this Network Service Agreement, limited to damages resulting from personal injuries, death, or property damage arising from negligent acts or omissions; PROVIDED HOWEVER, THAT NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT.

7. LIMITATION OF LIABILITY. QWEST SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT EXCEPT AS PROVIDED IN THIS AGREEMENT. ANY QWEST LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT SHALL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE OUT OF SERVICE CREDIT, AS DEFINED IN EACH SCHEDULE. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.

8. NO WARRANTIES. OTHER THAN THE SERVICE DESCRIPTION IN THE SCOPE SECTION OF EACH SCHEDULE AND THE SERVICE LEVEL OR OUT OF SERVICE CREDIT SECTION OF THE SCHEDULES, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. UNCONTROLLABLE CONDITIONS. Neither Party shall be deemed in violation of this Network Service Agreement if it is prevented from performing any of the obligations under this Network Service Agreement by reason of severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; nuclear or other civil or military emergencies; acts of legislative, judicial, executive or administrative authorities; or any other circumstances which are not within its reasonable control.

10. INTERRUPTIONS TO SERVICE. Tariff specifies the credit allowance due Customer, if any, for interruptions to Service or out-of-service conditions which are not caused by Customer's negligence. In the event Service is provided where there is no Tariff, the provisions of the F.C.C. Access Tariff No. 1 shall apply with respect to credit allowance due Customer.

11. DISPUTE RESOLUTION. Any claim, controversy or dispute between the parties shall be resolved by binding arbitration in accordance with the Federal Arbitration Act, 9 U.S.C. 1-16, not state law.

12. LAWFULNESS. This Network Service Agreement and the Parties' actions under this Network Service Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court

orders, and governmental agency orders. Any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. This Network Service Agreement shall be governed by the laws of the state of Washington. The venue for any action relating to this Agreement shall be in the Superior Court for King County, State of Washington.

13. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. During the term of this agreement, Qwest agrees as follows: Qwest will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Qwest will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Qwest agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Customer's Executive Services Director setting forth the provisions of this nondiscrimination clause.

14. NON-DISCRIMINATION IN CONTRACTING.

14.1 Notwithstanding any other provision in this agreement, Customer utilization requirements for Women and Minority Business Enterprises ("WMBEs") shall not apply to this agreement. No minimum level of WMBE subcontractor participation shall be required as a condition of receiving award of the contract and no preference will be given to a bidder for its WMBE utilization or WMBE status. Any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the RFQ will continue to apply. .

14.2 Customer encourages Qwest to employ a workforce reflective of the region's diversity.

14.3 Discrimination – Qwest shall not create barriers to open and fair opportunities for WMBEs to participate in all Customer contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, Qwest shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

14.4. Record-Keeping – Qwest shall maintain, for at least 12 months after expiration or earlier termination of the term of this Agreement, relevant records and information necessary to document Qwest's utilization of WMBEs and other businesses as subcontractors and suppliers in this Agreement and in its overall public and private business activities. Qwest shall also maintain all written quotes, bids, estimates, or proposals submitted to Qwest by all businesses seeking to participate as subcontractors or suppliers in the Agreement. Customer shall have the right to inspect and copy such records. If this Purchase Order/Qwest Agreement involves federal funds, Qwest shall comply with all record-keeping requirements set forth in every applicable federal rule, regulation and statute referenced in the contract documents.

14.5. Affirmative Efforts to Utilize WMBEs – Customer encourages the utilization of Minority Business Enterprises ("MBEs") and Women Business Enterprises ("WBEs") (collectively, "WMBEs"), in all Customer Agreements. Customer encourages the following practices to open competitive opportunities for WMBEs:

- Placing all qualified WMBEs attempting to do business in The City of Seattle ("City") on solicitation lists, and providing written notice of subcontracting opportunities to WMBEs capable of performing the work, including without limitation all businesses on any list provided by the City, in sufficient time to allow such businesses to respond to the written solicitations.

- Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including WMBEs.
- Establishing delivery schedules, where the requirements of the contract permit, that encourage participation by WMBEs.
- Providing WMBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
- Utilizing the services of available minority community organizations, minority contractor groups, local minority assistance offices, the City of Seattle, and other organizations that provide assistance in the recruitment and placement of WMBEs.

14.6. Sanctions for Violation – Any violation of the mandatory requirements of this WMBE Utilization provision shall be a material breach of contract for which Qwest may be subject to damages and sanctions provided for by contract and by applicable law.

15. NON-DISCRIMINATION IN BENEFITS.

15.1 Compliance with SMC Ch. 20.45. The Vendor shall comply with the requirements of SMC Ch. 20.45 and Equal Benefits Program Rules implementing such requirements, under which the Vendor is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Vendor provides to its employees with spouses. At the City's request, the Vendor shall provide complete information and verification of the Vendor's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Agreement. *(For further information about SMC Ch. 20.45 and the Equal Benefits Program Rules call (206)733-9583 or review information at <http://cityofseattle.net/contract/equalbenefits/>)*

15.2 Remedies for Violations of SMC Ch. 20.45: Any violation of Section 15 of this Agreement shall be a material breach of the Agreement for which the City may:

- Require the Vendor to pay liquidated damages in the amount of five hundred dollars (\$500.00 USD) per day for each day that the Vendor is in violation of SMC Ch. 20.45 during the term of the Agreement; or
- In the event the Vendor willfully refuses or repeatedly fails to comply with the requirements of SMC Ch. 20.45, terminate the Agreement; or
- Disqualify the Vendor from bidding on or being awarded a City contract for a period of up to five (5) years; or
- Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated thereunder.

16. FAIR CONTRACTING PRACTICES ORDINANCE. Qwest shall comply with the Fair Contracting Practices Ordinance of The City of Seattle (Ordinance 119601), as amended. Conduct made unlawful by that ordinance constitutes a breach of contract. Engaging in an unfair contracting practice may also result in the imposition of a civil fine or forfeiture under the Seattle Criminal Code as well as various civil remedies. (See SMC 14.10 at <http://clerk.ci.seattle.wa.us/~public/code1.htm>)

17. MAJOR EMERGENCIES OR DISASTERS. The following provision shall be in effect only during major emergencies or disasters when the Customer has activated its Emergency Operations Center and Qwest has been given notice by the Customer that such activation has occurred. The Customer is committed to preparing thoroughly for any major emergency or disaster situation. As part of its commitment, the Customer is contracting with Qwest under the terms and conditions herein. Qwest shall provide to the Customer, upon the Customer's written request, Services at such time as the Customer determines. In the event Qwest is unable to meet the delivery date commitment due to circumstances beyond the reasonable control of Qwest, Qwest shall make such delivery of Service as soon as practicable. If Qwest is prevented from providing Service to the requested location due to circumstances beyond its reasonable control, Qwest shall assist the City to the extent created by law, regulatory and/or administrative ruling in a manner which is reasonable to gain access to such Services. In the event that Qwest is unable to provide Services as requested by the Customer, Qwest may offer to the Customer limited substitutions for its consideration and shall provide such substitutions to the Customer as required

above, provided that, Qwest has obtained prior written approval from the Customer for such substitution. Qwest shall charge the Customer the price determined in this Network Service Agreement for the Services provided, and if no price has been determined, it shall charge the Customer the then current Tariff rate(s) in effect that is charged for such Services. In the event that the Customer's request results in Qwest incurring unavoidable additional charges, Qwest shall charge the Customer the then current Tariff rate(s) in effect for the additional charges. Qwest acknowledges that the Customer is procuring Services for the benefit of the public. Qwest, in support of public good purposes, shall make its best effort to provide to the Customer the requested Services in a timely manner. For purposes of this Network Service Agreement, a "major emergency" or "disaster" shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above.

18. SEVERABILITY. In the event that a court, governmental agency, or regulatory agency with proper jurisdiction determines that this Network Service Agreement or a provision of this Network Service Agreement is unlawful, this Network Service Agreement, or that provision of the Network Service Agreement to the extent it is unlawful, shall terminate. If a provision of this Network Service Agreement is terminated but the Parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Network Service Agreement shall continue in effect.

19. NON-APPROPRIATIONS.

19.1. Customer intends to continue this Network Service Agreement for its entire term and to satisfy its obligations hereunder. For each fiscal period during the term of this Network Service Agreement: 1) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Network Service Agreement; 2) Customer agrees to use all reasonable and lawful means to secure these appropriations; 3) Customer agrees it will not use non-appropriations as a means of terminating this Network Service Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose.

19.2. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Network Service Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by Qwest), Customer may terminate this Network Service Agreement by giving Qwest written notice to terminate as of December 31st of the then current calendar year. Upon termination and to the extent of lawfully available funds, Customer shall remit all amounts due and all costs reasonably incurred by Qwest through the date of termination.

20. ELIGIBLE PURCHASERS.

20.1. Any City of Seattle Department ("Eligible Purchaser") declared as an Eligible Purchaser may be authorized to purchase Services pursuant to the terms and conditions of this Network Service Agreement. The Parties agree that the sharing provided for in this Section 15 shall not be considered resale of the Services.

20.2. To be an Eligible Purchaser, a department must be declared an Eligible Purchaser, in writing, by Qwest. Any entity which is not declared an Eligible Purchaser shall not be able to purchase the Services under this Network Service Agreement. Eligible Purchaser requests other than from City of Seattle shall be sent to the following address for verification:

Qwest Corporation
Jeff Glenn, Qwest National Account Manager, Government and Educational Services
1600 7th Avenue, Suite 2000
Seattle, WA 98191
(206) 224-1145

20.3. When purchasing Services under this Network Services Agreement, the Eligible Purchasers will be billed directly by Qwest and shall remit payment directly to Qwest for Services.

20.4. City of Seattle shall not be liable for, either directly or indirectly, any Eligible Purchaser's obligations under this Network Services Agreement for the purchase of Services including without limitations Termination Charges as set forth in the applicable Schedule. Default by one Eligible Purchaser under the Network Service Agreement shall not be a default by any other Eligible Purchaser and/or City of Seattle and such other Eligible Purchaser and/or City of Seattle shall not have liability therefore. Any dispute between Qwest and an Eligible Purchaser shall not involve City of Seattle.

21. BINDING EFFECT. The provisions, covenants and conditions of this Network Service Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.

22. AMENDMENTS. Except for adjustments authorized above, modifications or amendments to the Network Service Agreement may only be made by a change order or by written document signed by or for both parties. Unless Qwest is otherwise notified, the Customer's Purchasing Director or designee shall be the Customer's authorized agent.

23. GENERAL PROVISIONS.

23.1. Failure or delay by either Party to exercise any right, power, or privilege hereunder, will not operate as a waiver hereto.

23.2. This is a retail end user contract. It may be assigned only with the consent of Qwest. It may not be assigned to a reseller or a telecommunications carrier under any circumstances.

23.3. This Network Service Agreement benefits Customer and Qwest. There are no third party beneficiaries.

23.4. If a party returns this Network Service Agreement by facsimile machine, the signing party intends the copy of this authorized signature printed by the receiving facsimile machine to be its original signature.

23.5. This Network Service Agreement constitutes the entire understanding between Customer and Qwest with respect to Service provided herein and supersedes any prior agreements or understandings.


23.6. Notwithstanding anything to the contrary, Customer may not make any disclosure to any other person or any public announcement regarding this Agreement or any relation between Customer and Qwest, without Qwest's prior written consent or except as required by law. Qwest shall have the right to terminate this Agreement and any other agreements between the parties if Customer violates this provision.

23.7. Qwest, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington: the Charter, Municipal code, and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

23.8. Qwest, at no expense to the Customer, shall secure and maintain in full force and effect during the term of this Network Service Agreement, all required licenses, permits and similar legal authorizations, and comply with all related requirements.

24. EXECUTION. The Parties hereby execute and authorize this Network Service Agreement as of the latest date shown below. Qwest reserves the right to reject any handwritten or other changes made to this agreement unless initialed by an authorized representative of Qwest, and any such changes not accepted by Qwest are void and of no effect.

City of Seattle


Authorized Signature

Melody Mociulski

Name Typed or Printed

Purchasing Director

Title


January 24, 2003

Date

Address for Notices:

City of Seattle
Department of Exec. Administration
Purchasing Services Division
700 3rd AVE #910
Seattle, WA 98104-1808
Attn: Vivian Uno

Qwest Corporation


Authorized Signature

Stephen Brinkmann

Name Typed or Printed

Director, Offer Management

Title

01/22/03
Date

Address for Notices:

Qwest Corporation
1801 California Street, 38th Floor
Denver, Colorado 80202
Attn: Vice-President Legal Affairs Department,
Commercial Law

**QWEST ISDN PRIMARY RATE SERVICE
AND DSS WITH TRUNKS AND/OR UAS
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN**

This Schedule A to the Network Service Agreement Number CDS-020522-0030 between **City of Seattle** ("Customer") together with Eligible Purchaser's, referred to herein individually as Customer and collectively referred to as "Customers", and **Qwest Corporation** ("Qwest") for the provision of Qwest Integrated Services Digital Network ("ISDN") Service and Digital Switched Service with Rate Stabilized Trunks ("DSS") and/or Universal Access Service ("UAS") (collectively referred to as "Service(s)"). Throughout this Schedule A, the word "Agreement" shall refer to the Network Service Agreement and this Schedule.

1. SCOPE.

1.1 In order to qualify for the pricing under this Agreement, Customer must purchase any combination of ISDN and DSS and/or UAS and the combined total facilities of the Services must equal or exceed eleven (11).

1.2. ISDN - Qwest shall provide and Customer shall pay for digital intraLATA, intrastate, switched local exchange telecommunications service utilizing ISDN Primary Rate Interface ("ISDN-PRI") technology that transports and distributes voice, data, image, and/or facsimile communications separately or simultaneously over the public switched local exchange network, as defined herein. Service components are DS1 facility, ISDN PRI configuration, and trunks as indicated in the applicable Site Agreement, incorporated herein.

1.2.1. Service operates at 1.544 megabits per second (Mbps). It is comprised of 23 B channels and one D channel or 24 B channels only (24B) or 23 B channels plus 1 back-up D channel (23B+BUD). Each B Channel transmits voice or data at 64 kilobits per second (Kbps). The D channel carries signaling information at 64 Kbps.

1.2.2. With ISDN, Customer may select, as an optional feature, Uniform Access Solution ("ISDN-UAS") as indicated in the applicable Site Agreement. ISDN-UAS is a digital service offering with single number route indexing which includes a DS1 facility with common equipment and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes the channels configured as In-Only or Two-Way trunk side termination.

1.3. DSS - Qwest shall supply Customer with the use of digital DS1 facility, as indicated in the applicable Site Agreement, and common equipment, linking Customer's premises to Qwest's local exchange switching office. Service includes: 1) use of digital DS1 facility (transmission capacity at a maximum speed of 1.544 megabits per second); 2) use of common equipment to interconnect with Qwest's local exchange switch; and 3) use of Basic and/or Advanced flat usage trunks and DID trunk termination for access to the local exchange and toll networks.

1.4. UAS - Qwest shall supply Customer with the use of digital DS1 facility, as indicated on the applicable Site Agreement, and common equipment, linking Customer's premises to Qwest's local exchange switching office. Service is a digital service offering with single number route indexing which includes a DS1 facility with common equipment and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes the channels configured as In-Only or Two-Way trunk side termination.

1.5. Other than pricing and termination liability, Qwest shall provide Services in accordance with the applicable State Tariff, Price List, and/or Catalog ("Tariff") which governs Service in the state Service is provided, incorporated herein by this reference. Any supplements or addenda to this Agreement, as may be added from time to time, must be made in writing and executed by the parties. In states where Qwest is required to offer Service per Tariff provisions, any conflict between the Tariff and this Agreement shall be resolved in favor of the Tariff. Tariff shall be defined as the applicable State Tariff, Price List, Price Schedule, Administrative Guideline and/or Catalog ("Tariff") which governs Service in the state in which Service is provided.

2. FILING CONCURRENCE. Pursuant to state requirements, Qwest is required to submit this Agreement, the applicable Site Agreement, and any subsequent addenda for Service to each state commission for approval since the rates herein are individual case based pricing ("ICB") outside the standard Tariff pricing. In the event a state commission does not approve this unique offering and until such time the approval is received, Service in that state shall be offered in accordance with the applicable Tariff provisions and the parties will enter into good faith negotiations to resolve the failure to receive approval from the state commission within sixty (60) days. In the event the parties cannot resolve this failure to receive approval, Customer may terminate this Agreement and the applicable Site Agreement for convenience up to thirty-days (30) after receipt of notice from Qwest without incurring any termination charges.

3. SERVICE CHANGES.

3.1. **MOVES.** Customer may move the physical location of all or part of Service to another location within a Qwest serving area as the Service being moved, provided the following conditions for the move are met; 1) Service moved to the new location is provided to Customer by Qwest; 2) Customer advises Qwest that Service at the new location replaces existing Service; 3) Customer's requests for the disconnection of the existing Service and the installation at the new location are received in writing by Qwest on the same date; 4) Customer requests Qwest to install the service at the new location on or prior to the disconnection date of the existing Service; and 5) Customer agrees to execute written addenda; and 6) pay all then current recurring and nonrecurring charges related to the service at the new location, pursuant to this Agreement; and 6) Customer agrees to pay \$500.00 Non-Recurring Charge ("NRC"), per span, if the move is within the same Qwest switch or if the move is to a different Qwest witch.

3.2. **ADDITIONS TO SERVICE.** Customer may request additions to Service via an addendum and Qwest will supply such additions to Customer, subject to the following conditions: 1) Customer executes an appropriate addendum for such service, 2) Qwest commercially offers such additions and necessary facilities are technically and practicably available, and 3) Filing Concurrence is received pursuant to Section 2, above.

3.2.1. The charges for additional Service will be charged according to the following criteria:

- (a) if Term equals thirty-six (36) months, Service may only be added through the eighteenth (18) month of this Agreement and Customer will be charged at the unit rates specified herein and Customer will receive a fifty percent (50%) discount on nonrecurring charges for such additions to Service, or
- (b) if Term equals sixty (60) months, Service may only be added through thirty-sixth (36) month of this Agreement and Customer will be charged at the rates specified herein and nonrecurring charges for such additions to Service will be waived.

3.2.2. Service added after the 18th month or 36th month respectively may be added as follows: 1) Customer and Qwest may renegotiate and execute a new term Agreement that would include existing Service plus additional Service, 2) Service may be ordered under a new and separate agreement, or 3) Service may be ordered under the month-to-month tariff rates then in effect. Threshold quantities as defined in Section 4 below will be revised to reflect Service additions.

4. TERMINATION.

4.1 Either party may terminate the applicable Site Agreement for cause provided written notice is given the other party specifying the cause for termination and requesting correction within thirty (30) days is given the other party and such cause is not corrected within that thirty (30) day period. Cause is any material breach of the terms of this Agreement. If Qwest terminates an applicable Site Agreement for cause or if Customer terminates an applicable Site Agreement WITHOUT cause, Customer shall pay early termination charges, as follows.

4.2. If termination is prior to installation of Service, termination liability charges shall be those reasonable costs incurred by Qwest through the date of termination. Such charges may include, but are not limited to all engineering, planning, preparation, materials, supplies, placement, facilities, acquisition, transportation, installation, construction, and labor costs and charges incurred by Qwest, or as specified in State Tariff.

4.3. If, during the Minimum Service Period of twelve (12) months and after installation, Customer disconnects Service below any applicable Termination Threshold, Customer shall pay a termination charge based upon 100% of the monthly recurring rate for the months remaining in the Minimum Service Period. Customer shall also pay termination charges for Service that is below the Termination Threshold, calculated as follows: Quantity of Service terminated, multiplied by the number of months remaining in this Agreement, multiplied by the Termination Liability Percentage as identified below in Table 4.3.1.

Table 4.3.1. – Termination Liability

TERMINATION DATE/TERM		TERMINATION LIABILITY (TLA%) (Section 4.3.)
YEAR	MONTH	
1	(1-12) Minimum Service Period	100%
2	(13-24)	50%
3	(25-36)	50%
4	(37-48)	50%
5	(49-60)	50%

4.4. A termination charge will be waived when the Customer discontinues Service(s) and ALL of the following conditions are met: 1) Customer signs a service agreement for any other Qwest provided service. All applicable nonrecurring charges will be assessed for the new service(s); 2) Both the current Service and the new service(s) are provided solely by Qwest; 3) The order to discontinue Service and the order to establish new service(s) are received by Qwest within thirty (30) calendar days of each other if service is in New Mexico and at the same time if service is in any other state; 4) The new service(s) installation must be completed within thirty (30) calendar days of the disconnection of Service, unless such installation delay is caused by Qwest; 5) The total value of the new service agreement(s), excluding any special construction charges, is equal to or greater than one hundred fifteen percent (115%) of the remaining value of this Agreement; 6) A new Minimum Service Period, if applicable, will go into effect when the new service agreement(s) term begins; and 7) Customer agrees to pay any previously billed but unpaid recurring and any outstanding nonrecurring charges—these charges cannot be included as part of the new service agreement(s). New service is defined as a newly installed service placed under a new service agreement(s), or newly installed additions to an existing service agreement(s), but does not include renewals of expiring service agreement(s), renegotiations of existing service agreement(s) and conversions from month-to-month service to contracted service.

5. OUT-OF-SERVICE CREDIT. If Qwest causes a Service interruption, an out-of-service credit will be calculated under the state local exchange Tariff. If there is no applicable tariff and the interruption lasts for more than twenty-four (24) consecutive hours after Qwest receives notice of it, Qwest will give Customer credit calculated by: (a) dividing the monthly rate for the affected Service by thirty (30) days; and then (b) multiplying that daily rate by the number of days, or major fraction, that Service was interrupted.

6. CHARGES AND BILLING.

6.1 The individual Charges for Service shall be those specified in the applicable Site Agreement. If Service is not available in Customer's switch, an interoffice mileage charge for transport between switches shall apply.

6.2. In the event the Customer's volume level falls below the required eleven (11) DS1 facilities for ICB pricing, Customer shall no longer qualify for ICB pricing under this Agreement and Service shall be offered pursuant to the applicable Tariff rates and terms.

6.3. In the event Customer rates, herein, are based upon Customer's intent to transition DS1 facilities to contracted DS3 or higher facilities ("Higher Facility(ies)") when available as indicated below in Table

6.3.1.

Table 6.3.1

Qty	Description	MRC 36 Month	NRC New 36 Month	NRC Migration 36 Month	MRC 60 Month	NRC New 60 Month	NRC Migration 60 Month
1	Stand Alone Span	\$700.00	\$500.00	\$0.00	\$700.00	\$0.00	\$0.00
24	Trunks	included					
1	Span Riding a Higher Facility (e.g., DS3, OC3)	\$675.00	\$500.00	\$0.00	\$675.00	\$0.00	\$0.00
24	Trunks	included					

Monthly Recurring Charge, each ("MRC")

Non-Recurring Charge, each ("NRC")

6.4. Customer will have 10 business days from the date the contracted Higher Service is installed to migrate the Service contained herein to the contracted Higher circuit. In the event Customer's Service is not migrated, a pricing adjustment will be made to all DS1 facilities in service. The adjustment will be retroactive to the original installation date as evidenced by Qwest records and will be the difference between the rates provided herein based on the facilities riding a Higher Facility and the applicable rates for facilities not riding a Higher Facility.

**SITE AGREEMENT FOR
QWEST ISDN PRIMARY RATE SERVICE
AND DSS WITH TRUNKS AND/OR UAS
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN**

This Site Agreement to Schedule A of the Network Service Agreement Number CDS-020522-0030, ("Underlying Agreement") incorporated by this reference, is between **City of Seattle**, an Eligible Purchaser of the City of Seattle (individually or collectively referred to as "Customer") and **Qwest Corporation** ("Qwest") is made and entered into by the parties, and contains terms and conditions related to the location and pricing of Service. Customer hereby represents that it is qualified to purchase Service under the Network Service Agreement. Throughout this Agreement, Qwest and Customer are individually referred to as "Party" and/or collectively as "Parties. By signing this Site Agreement, Customer agrees to the terms and conditions of the Underlying Agreement, incorporated herein by this reference and to the extent permitted by law Customer shall indemnify and defend all other Customers under the Network Service Agreement including without limitation the City of Seattle arising from any claim relating to this Site Agreement or the Customer acts or omissions under this Site Agreement.

1. TERM.

1.1. This Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to Customer under this Site Agreement, as evidenced by Qwest records ("Term"). The Minimum Service Period ("Minimum Service Period") for Service is twelve (12) months.

1.2. This Site Agreement will become effective immediately in most states, in some states, only after mandatory filing requirements are met and approved.

1.3. Should Qwest continue to provide Service after this term without a further agreement, the service charges will convert to the applicable month-to-month rate under the terms and conditions of the applicable Tariff, or in its absence, the Underlying Agreement.

2. SERVICE PROVIDED.

2.1. Qwest will provide and maintain the Service at the locations and in the quantities specified in Table 2.2.1 and any Addenda executed under this Site Agreement, which by this reference are incorporated and made part of this Site Agreement.

2.2. Qwest shall notify Customer of the date Service ordered is available to Customer under this Site Agreement. In the event Customer is unable or unwilling to accept service at such time, the subject Service will be held available for Customer for a period not to exceed thirty (30) business days from such date ("Grace Period"). If after this Grace Period, Customer still has not accepted service Qwest may, at its sole discretion, after consultation with Customer either: (i) commence with regular monthly billing for the subject Service; or, (ii) terminate the subject Service and invoice Customer for any applicable cancellation charges pursuant to Section 4 of Schedule A of the Underlying Agreement which shall include the full non-recurring installation charges that would have otherwise applied.

Table 2.2.1

Customer Address	Circuit ID or BTN	Service (USOC)	Higher Facility (Yes or No)	Qty	MRC (Each)	NRC (Each)
2318 4th Avenue	206T411573 206T610734			2	\$700.00	\$0.00
700 5th Avenue	206T616090 206T210403 206T317549 206T610197 206T618313 206T317557			6	\$700.00	\$0.00
700 5th Avenue	206T034522			1	\$700.00	\$0.00
600 5th Avenue	206T211483 206T211568 206T213064			3	\$700.00	\$0.00
600 5th Avenue	206T327451			1	\$700.00	\$0.00

Total Rate Stabilized Monthly Recurring Charge ("MRC"):

\$9100.00

Total Nonrecurring Charge ("NRC"):

\$ 0.00

3. **TERMINATION AND TERMINATION THRESHOLDS.** If Customer has eleven (11) circuits or more on this Site Agreement, Customer qualifies for a Termination Threshold ("Termination Threshold"). Customer may disconnect up to fifteen percent (15%) of the initial number of DS1 facilities used to deliver Services after installation and no termination charges will apply. For purposes of this Site Agreement, the total initial quantity of DS1 facilities used to deliver Services is 13 DS1 circuits. The Initial Threshold Quantity is defined as eighty-five percent (85%) of the initial, total DS1 facilities under this Site Agreement at the time of execution. The Customer's Initial Threshold Quantity under this Site Agreement is 11 DS1 Circuits. Notwithstanding the above, should the total number of DS1 Circuits drop below this Initial Threshold Quantity at any time during the Term of this Site Agreement, the Termination Threshold shall no longer apply to existing Service and Customer shall no longer qualify for a Termination Threshold throughout the remaining Term of this Site Agreement. Starting from the time Service drops below the Initial Threshold Quantity, Customer shall pay all applicable termination charges, as defined within Section 4.3 of Schedule A to the Network Service Agreement, CDS-020522-0030.

4. **EXECUTION.** The Parties hereby execute and authorize this Site Agreement to the Network Service Agreement Number CDS-020522-0030 as of the latest date shown below. By signing below Customer acknowledges Customer has received and reviewed the Agreement, a copy of which is attached hereto.

City of Seattle

Authorized Signature

Melody Mociulski

Name Typed or Printed

Purchasing Director

Title

January 24, 2003

Date

Qwest Corporation

Authorized Signature

Stephen Brinkmann

Name Typed or Printed

Director, Offer Management

Title

01/22/03

Date

ATTENTION:

FINAL EXECUTED AGREEMENT MUST BE FORWARDED TO THE APPROPRIATE STATE REGULATORY FILING MANAGER.